

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

ERIC & CO TRADING GROUP LLC,

Case No.: 1:23-cv-20045-RKA

Plaintiff/Judgment Creditor,
v.

FLOYD MAYWEATHER, JR.,

Defendant/Judgment Debtor,

and

GOLDMAN SACHS BANK USA,

Garnishee.

_____/

**ANSWER OF GOLDMAN SACHS BANK USA TO WRIT OF
GARNISHMENT**

Garnishee, GOLDMAN SACHS BANK USA (“Garnishee”), by and through its undersigned counsel, hereby answers the Writ of Garnishment served on it in this case against Defendant/Judgment Debtor, FLOYD MAYWEATHER, JR., and states as follows:

1. Garnishee is not indebted to Defendant/Judgment Debtor at the time of this Answer, was not indebted to Defendant/Judgment Debtor at the time of service of the Writ of Garnishment and has not been indebted to Defendant/Judgment Debtor at any time since service of the Writ of Garnishment.

2. Garnishee does not hold any tangible or intangible property in its possession or control belonging to Defendant/Judgment Debtor at the time of this Answer, did not hold such property at the time of service of the Writ of Garnishment, and has not held such property at any time since service of the Writ of Garnishment.

3. Garnishee has no knowledge of any person indebted to the Defendant/Judgment Debtor who may have any of the Defendant/Judgment Debtor's property in their possession or control.

4. Garnishee has retained the undersigned law firm to represent its interest in this matter and has obligated itself to pay a reasonable fee for such services. In accordance with Section 77.28, Florida Statutes, Garnishee hereby demands from Plaintiff/Judgment Creditor the payment of the \$100.00 statutory garnishment fee for the payment or partial payment of its attorneys' fees incurred in answering the Writ of Garnishment. *See* § 77.28, Fla. Stat. ("Upon issuance of any writ of garnishment, the party applying for it shall pay \$100 to the garnishee on the garnishee's demand at any time after the service of the writ for the payment or part payment of his or her attorney fee which the garnishee expends or agrees to expend in obtaining representation in response to the writ."); *Orso as Trustee to Bell v. Cummins*, 6:21-mc-60-WWB-GJK, 2022 WL 2306719, *2 (M.D. Fla. Feb. 7, 2022), report and recommendation adopted by 2022 WL 2306845 (March 21, 2022)

(in final judgment of garnishment, ordering Plaintiff to pay Garnishee the statutory fee of \$100.00).

5. Wherefore, Garnishee respectfully requests that Plaintiff's/Judgment Creditor's Writ of Garnishment be dismissed.

DATED: December 19, 2023. **NELSON MULLINS RILEY
& SCARBOROUGH LLP**

/s/ Ginger Barry Boyd
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(Counsel for Garnishee)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of December, 2023, a true and accurate copy of the forgoing was electronically filed with the Clerk of Court using the CM/ECF system, which will provide electronic service upon all counsel of record, including: **Zachary P. Hyman, Esq.**, Millennial Law, 501 E. Las Olas Blvd., Suite 200/314, Ft. Lauderdale, FL 33301 (Counsel for Plaintiff/Judgment Creditor).

By: /s/ Ginger Barry Boyd
GINGER BARRY BOYD